



# Memorandum of Understanding (MOU) Guidelines

# **Memorandum of Understanding**

## **Local Guidelines**

This document was reviewed by a committee composed of representatives of local Workforce Investment Areas, as well as the "partner" agencies, including Department of Elementary and Secondary Education, Division of Family Services, and the Division of Workforce Development. It is in compliance with Federal regulations and is consistent with State policy concerning Memoranda of Understanding for the Workforce Investment Act of 1998.

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# Missouri Guidelines for the Development of Memoranda of Understanding (MOUs)

## Introduction

Every Local Workforce Investment Board (LWIB) must initiate their Memorandum of Understanding (MOU) development process. It is required in order to meet the intent of Section 121(c)(1) and (2) of the Workforce Investment Act of 1998, and Workforce Investment Act Regulations, Part 662-Subpart C, *Memorandum of Understanding for the One Stop Delivery System*.

This technical guidance and framework has been developed to address the basic principles of the MOU requirement. The MOU provides the LWIB with an opportunity to ensure that all One-Stop partners are aware of, and accountable for, the operation and performance of the One-Stop Delivery System.

This document is divided into three main sections, with attachments. The first section addresses the MOU requirements under WIA, while the second section contains exemplary components to enhance the local system. Although these additional components are not specifically delineated under the law, LWIBs and One-Stop partners should strive to exceed the basic requirements in an effort to foster improved customer service and promote continuous improvement of a quality One-Stop Delivery System. Finally, the third section addresses other important considerations related to the MOU.

## I. Basics of the One-Stop Memorandum of Understanding

As specified in Section 121 of the Workforce Investment Act and Part 662 - *Description of the One-Stop System under Title I of the Workforce Investment Act Regulations, Subpart C - Memorandum of Understanding for the One-Stop Delivery System*, the LWIB, with the agreement of the chief elected official, will develop and enter into an MOU between the LWIB and the One-Stop partners consistent with the following requirements:

### A. Services to be provided through the One-Stop Delivery System.

Services include Core, Intensive, Training and other services that will be delivered to customers of the One-Stop system, as well as the services delivered at the local Missouri Career Center (at least one comprehensive physical location in the local area) and the services that will only be accessible through the One-Stop system. One-Stops are about SERVICES to the customers. Referring to your local WIA plan, **provide a detailed explanation of accessible services that will be provided.** MOUs must clearly list the services to be provided to the customers and specify those partners delivering the services.

Under WIA, **all partners are expected to participate proportionately in the delivery of services and costs of operating the One Stop system.** This new level of an integrated delivery of services and costs should be discussed in the MOU.

This section should identify the procedures for sharing information and reporting customer data. It should also include how the One Stop system will assure compliance

with MTEC's policy regarding accessibility. Attachment 22 of the State Plan, *Assuring Equal Access to Job Seekers with Disabilities in Missouri's One-Stops*, and 29 CFR, Part 37 (ensuring equal access), specify the requirements for assuring accessibility to customers with disabilities and other pertinent special populations within the local Workforce Investment area.

**B. How the costs of such services and operating costs of the system will be funded.**

Determine the cost of services, identify the method to be used to allocate the cost of services and operating costs, provide a detailed description of the payment system, and identify the cost-sharing method for all partners. The Division of Workforce Development's *Cost Allocation Plan Guidelines* can provide assistance on these issues. As previously mentioned, all One-Stop partners are expected to participate proportionately in the costs of the Career Center. In developing this information, it would seem beneficial to be more general than specific in this section to alleviate having to modify the MOU for minor changes. A cost allocation method should be an attachment to the MOU.

**C. Methods for referral of individuals between the One-Stop Operator and the One-Stop partners, for the appropriate services and activities.**

It is our preference as a State that these referrals are of "high value" to the client so they may get the services they need as quickly as possible. A "high value" referral would be immediate on-site access to the services of the appropriate partner. A "low value" referral would be a brochure or directions to another office.

The method of referral implies that there is a systematic approach to the referral of individuals needing One-Stop services. This systematic approach must be agreed upon by all of the partners and thoroughly explained in the MOU so all partners, One-Stop Operator and the LWIB are aware of the referral system. The referral system must be more than handing customers a brochure of those One-Stop partners not located at the Career Center. The referral system must always be to the advantage of the customer and include a follow-up contact to ensure the customer was provided service. The MOU must describe those services located at the One-Stop site, along with those services provided at alternative locations and thoroughly explain how the referral process will connect customers to the services. Keep in mind the One-Stop principle of "seamless delivery of services." (A sample referral form is included in Attachment 2.)

At the State level, the One-Stop Executive Team represents the Missouri Workforce Development System partners. Some of the partners' programs are illustrated in the following diagram. Each balloon depicts representative employment and training programs that are funded through the various agencies. **The diagram is for illustration purposes, only, and does not attempt to include all service providers.**

- WIA (WIA Title I)
- WP (Wagner-Peyser)
- Perkins (Carl Perkins Act)
- VR (Vocational Rehabilitation)
- AEL (Adult Education and Literacy)
- LWIB (Local Workforce Investment Board)
- WtW (Welfare-to-Work)
- UI (Unemployment Insurance)
- TA (Temporary Assistance)
- Higher Ed. (Comm. Colleges & Universities)

## *Before WIA*



The primary purpose of the One-Stop System is to provide multiple services from many agencies at the same location to better serve job seekers and employers. The partners work together in a joint venture to determine customer needs and collaborate to provide a seamless delivery of customer-oriented services. The workforce development system focuses on universal access for all customers, integrated delivery of services eliminating duplication, customer choice and accountability.

Ideally, partners should strive to increase the degree to which they work together to serve clients. The partners would continue to exploit the opportunities afforded by the system to provide multiple services to clients in a seamless fashion. In turn, each client would receive an increasingly greater amount of the products offered by partner agencies as part of an integrated delivery system. **As this happens, the system will contain more "overlap", as indicated by this diagram.**

### *After WIA*



This section should also include information pertaining to the intake, enrollment, and assessment processes -- Who will provide this service and how will the initial referral for services take place? Who will be the point of contact for the customer?

#### **D. Duration of the Memorandum of Understanding and the procedures for amending it.**

While the purpose of the One-Stop MOU is not to increase the administrative burden of the LWIB or the One-Stop partners, MOUs must be in place to clarify the operational procedures of the One-Stop systems. They can be used to determine that all One-Stop services are being delivered effectively, and all One-Stop partners are informed and knowledgeable about the One-Stop system.

The MOU can enhance the accountability and quality of the One-Stop system by describing the service and performance expected by the partners. Other pertinent information such as time frame for withdrawal, resolution process, and signatory process should be included in this section (see Attachment 3 for a list of the partners' authorized individuals who can sign the MOU). Therefore, it would seem prudent to review the terms of the MOU at least annually. **However, it may be amended more frequently.** It is recommended that the LWIB appoint a subcommittee to oversee the One-Stop system, its partners and effective delivery of services, including the MOU process.

##### *When to amend the MOU:*

Any significant change to the MOU will require modification of the local workforce investment plan. The conditions, procedures, and practical requirements for making this change are described in Division of Workforce Development Issuance 01-00, Change 1, February 22, 2001.

While the determination of whether or not the MOU will need to be changed is a matter of local discretion, a number of situations can be foreseen that would require an MOU amendment, including:

- A change in the major services to be provided;
- A change in the provider of services;
- A change in the method of cost allocation.

Again, local discretion should be used to determine whether the change is significant enough to warrant a change in the local MOU.



## **II. Memorandum of Understanding Exemplary Components**

The following are essential components toward exceeding the basic requirements and initiating an exemplary and more effective MOU:

### **A. A narrative explanation of the One-Stop system's strategic vision for the local area.**

An exemplary MOU would include a brief narrative explanation of the LWIBs vision of the One-Stop system, its partnerships and comprehensive site(s) and satellites, including what their Workforce Investment system is striving to achieve for their customers through their local partnership.

### **B. An outline of the One-Stop system's performance requirements and goals.**

The MOU can be more than an agreement between the Local Board and the One-Stop partners. It is an opportunity to provide guidance and direction to the partners and customers of the One-Stop system. By including minimum levels of performance, the MOU becomes the vehicle through which partners will be able to jointly monitor its services against its stated goals and performance measures to promote continuous improvement. One of the WIA performance goals is to achieve mutually shared outcomes for those participants who receive services from multiple partners.

In addition to minimum levels of performance, local goals and objectives, the MOU should be the basis for a serious discussion on how the local partners will work together to meet federal performance requirements. WIA Title I-Workforce Investment Systems, the Carl D. Perkins Vocational and Applied Technology Act, and the Adult Education and Family Literacy Act (WIA Title II), each have their own negotiated federal performance standards.

Many of these standards are the same, or nearly the same, for each of the three federal programs. They are often referred to as three legs of a three-legged stool, which supports federal accountability. Note that other federal programs, such as Vocational Rehabilitation, also have performance standards. Entered employment, post-secondary education, individuals that retain employment or obtain a GED or credential are all areas where coordination among local partners can aid in attaining negotiated federal performance standards.

Further, Section 503 of the WIA authorizes incentive grants to states for incentive bonuses, if all three programs meet their negotiated federal performance goals. (See Attachment 5 for a comparison listing of the federal negotiated performance standards for these programs.)

**C. A detailed description of the relationship between the One-Stop Operator and the One-Stop partners**

The One-Stop Operator and One-Stop partners must work cooperatively to achieve the One-Stop strategic vision. The relationship between the One-Stop Operator and partners should be described in the MOU. The purpose is not to duplicate the local plan, but to provide clarity and promote understanding among the partners signing the MOU of their roles and responsibilities. This section should be specific regarding what service each partner brings to the Career Center, staff commitment (investors and contributors), sharing of resources, site management, goals and performance.

**III. Other Important Considerations for the Memorandum of Understanding**

**A. Other Important WIA Agreements**

There are several significant agreements that are critical to the success of the local Workforce Investment system. These agreements may include, but are not limited to the following:

- Chief Elected Official/Local Workforce Investment Board Agreement;
- Local Workforce Investment Board/One Stop Operator Agreement;
- Local Workforce Investment Board/Fiscal Agent Agreement;
- Local Workforce Investment Board/Youth Council Agreement.

The Local Workforce Investment Board can enter into one or more MOUs. It can be either a blanket or an individual agreement with each One-Stop partner as deemed necessary by the local Board.

**B. Agreement of the Chief Elected Official(s)**

The Workforce Investment Act prescribes in several places that "agreement of the Chief Elected Official(s) must be secured". The process of garnering agreement from the Chief Elected Official(s) is interpreted and acted upon in several ways. In some local areas, it may require the signature of the Chief Elected Officials, and in others it may require only that the Chief Elected Official(s) sign-off that they have seen and agree with the action.

The best method to achieve this agreement is to actually involve the Chief Elected Official(s) in the decision-making process. Although this method may involve additional time, the final agreement and informational exchange are beneficial to keeping the Chief Elected Official(s) informed and involved in the local Workforce Investment system.

### **C. Partners vs. Services**

Here are three basic approaches, or styles, in developing the Memorandum of Understanding for the One-Stop Delivery System.

1. The MOU that focuses on the One-Stop "**customer**" and ensuring the services are available to meet participating partners' various customer groups;
2. The MOU that focuses on the One-Stop "**services**" delivered through the system by the various One-Stop partners; and
3. The MOU that focuses on the One-Stop "**partners**" providing the services delivered through the system.

All approaches, or styles, can be effective; it is more a personal and organizational preference. For some local areas, focusing the partners around the "services" -- core, intensive and training, is less threatening and more productive. But the same could be true of focusing on which "partners" will deliver the agreed upon services. Of course, any successful One-Stop system must focus on its customers -- identifying and exceeding their needs. In either case, the MOU must clearly identify the services delivered and each partner's contribution to the One-Stop system. This particular section could be part of the basic agreement, but is definitely necessary in an exemplary MOU.

### **D. Allocation of Costs**

The issue of allocation of costs is critical to the success of the One-Stop system, especially as it relates to the comprehensive Career Center. Therefore, refer to DWD's *Cost Allocation Plan Guidelines* for more information.

### **E. Impasse Procedures**

Local procedures must be developed for resolving MOU signatory issues when the process reaches an impasse. The Missouri State WIA Plan provides a means for resolution when local procedures have been exhausted. If an impasse occurs, the partner refusing to sign the MOU will be reported to the State level representative of that agency. The State-level representative will have the authority to override the decision of the local partner representative. Continued refusal of the agency to cooperate locally and at the State level will result in a referral of the impasse to the State One-Stop Executive Team. The One-Stop Executive Team will conduct an impartial hearing. If the impasse is not resolved as a result of this hearing, the Council will recommend to the Governor that the local agency representative not be a member of the local WIB.

## **F. Characteristics of an Effective MOU**

There are common characteristics attributable to most successful and effective MOUs. While locals have the flexibility to develop agreements to meet the needs of their customers and partners, effective MOUs contain the following common characteristics:

- Relatively short in length
- Keep it simple - easily understood by all parties
- Clear and concise language (minimize legal language)
- Legible, readable, easy to follow format
- Use of charts/matrices reduces narrative and effectively illustrates pertinent information
- Include a glossary of local terms and acronyms to ensure all parties understand Workforce terminology

## **G. Other provisions, consistent with the requirements of WIA**

There may be other pertinent provisions consistent with WIA requirements that a Local Workforce Investment Board determines to be appropriate to meet the needs of their partners and customers.

## **References**

1. Workforce Investment Act of 1998
2. 20 CFR, Part 652 et al., Workforce Investment Act; Final Rules
3. *State of Missouri Strategic Five-Year State Workforce Investment Plan for Title I of the Workforce Investment Act of 1998 and the Wagner-Peyser Act, July 1, 2000 through June 30, 2005*
4. Division of Workforce Development Issuance 01-00, *Local Workforce Investment Act (WIA) Plan Modification Procedures*, as updated
5. Division of Workforce Development's *Cost Allocation Plan Guidelines*
6. Your local Workforce Investment Region's WIA Title I Five-Year Strategic Plan
7. Division of Workforce Development Issuance 03-00, *DWD Participant Activity Code Definitions*
8. *Missouri MOU Resource Guide*, located at [www.ecodev.state.mo.us/mtec/index.htm](http://www.ecodev.state.mo.us/mtec/index.htm)

## **Attachments**

1. Sample MOU
2. Sample Referral Form
3. Partners' Authorized Individuals to Sign the Local MOUs
4. State of Missouri MOU
5. Federal Accountability Standards
6. Glossary of Terms and Acronyms

## SAMPLE MOU

### DRAFT MOU FRAMEWORK

**Note: This MOU framework has been included to illustrate the various components outlined in this guidance. Local boards can add, delete or modify these components to meet their specific needs.**

Memorandum of Understanding for the ABC One-Stop Delivery System in WXYZ  
County/Local Workforce Investment Area

#### Introduction

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the WXYZ Local Workforce Investment Board, hereafter referred to as "the LWIB" and the One-Stop Delivery System signatory partners, hereafter referred to as "the One-Stop partners." It is designed to describe how their various funding streams and resources will be utilized to better serve their mutual customers, both job seekers and employers, through an integrated system of service delivery operated at \_\_\_ comprehensive sites and \_\_\_ satellite sites, called the Career Center. It is understood that the development and implementation of these Centers will require mutual trust and teamwork between the One-Stop partnering agencies, all working together to accomplish the shared goals.

#### Strategic Vision for the One-Stop Delivery System

The purpose of the Career Center is to advance the economic wellbeing of this workforce investment area by developing and maintaining a quality workforce and by serving as the focal point for all local and regional workforce investment initiatives. This will be achieved through the delivery of high quality and integrated workforce investment, education, and economic development services for job seekers, incumbent workers, and employers.

#### Services to be provided through the One-Stop System

##### *Approach #1 (example)*

The following are the **agencies** that will form the One-Stop System, along with their various services and funding resources that each will bring to the operation:

Agencies	Services	Revenue Sources
DWD WIA Title I service provider County DFS	Intake, Job Search Assessment, Counseling, Training Intake, Counseling, Income Assistance/Child Care	Wagner-Peyser WIA Title I Food Stamp/TA

### ***Approach #2 (example)***

The following are the **services** that will be delivered through the One-Stop System, along with those agencies responsible for delivering those services and the various funding resources that each will bring to the operation:

Services	Agencies	Revenue Sources
Intake	DWD, WIA svc. provider, DFS, Housing, Authority, Probation Office	Wagner-Peyser, WIA Title I, TA, HUD, Justice
Assessment	WIA svc. provider, Vo-tech	WIA Title I, Perkins
Employment Counseling	DWD, WIA svc. provider, Veterans, Older Worker	Wagner-Peyser, WIA Title I, Title V
Job Search Training Child Care Transportation Income Support		

**Note:** A matrix on the services being delivered should provide as much detailed information as possible. More details can be included regarding funding arrangements between the various partnering agencies. It is likely that some of this information will be contained in the local plan.

### **Shared Funding of Services**

It is agreed that the following program services and activities will be mutually funded by the One-Stop partnering agencies from the revenue sources identified below:

Services	Revenue Sources/Partnering Agency	Service Description	Shared Costs: In-Kind, Cash, Total	Agencies Sharing Costs
Core Services				
Intensive Services				
Training Services				

**Note:** The shared funding section of the MOU should stress the need for detailed information on the types of costs being shared, who will share the costs, and how these costs will be shared. This information should also be contained in the local plan.

### **Systematic Referral Process for Career Center Customers**

It is agreed that the One-Stop Delivery System partners of this signed MOU will conduct referral for services in the following manner.

1. All customers referred for services will receive a written referral form with the date, time, and place of the appointment.
2. All appointments will be scheduled within three working days.
3. The individual making the appointment will follow-up within two working days of the scheduled appointment date.

### **One-Stop Delivery System Performance Criteria (Examples, only)**

It is agreed that the One-Stop Delivery System will strive to achieve the following standard of quality service for its customers, employees, and partners.

#### **All customers will receive:**

1. Prompt and courteous service from the staff.
2. The service(s) designed to assist customers in achieving their educational and/or job placement goals.

#### **All employees can expect:**

1. To work in a safe and professional environment.
2. Receive the best tools to achieve the desired outcome for their customers.
3. To be fairly compensated for their services

#### **All partners will:**

1. Deliver high quality services through the Career Center.
2. Place a minimum of 70% of their customers in jobs with family sustaining wages.
3. Customers will be placed in jobs for a minimum of 180 days. [Sec. 136(b)(2)(A)]

### **Governance of the One-Stop Delivery System**

The ultimate accountability and responsibility for the One-Stop System organizational processes, services, and accomplishments will rest with the LWIB, the One-Stop Operator and the One-Stop partners.

The LWIB's responsibilities will be to:

The One-Stop Operator's responsibilities will be to:

### **Duration and Modification of the MOU**

The One-Stop partners agree that the terms of this MOU will take effect as of \_\_\_\_\_, and will continue in effect until \_\_\_\_\_ or such time as any partner or partners will modify, extend, or terminate this MOU. Amendments to this MOU maybe made upon consensus of the partners, 30 days prior to the effective date of the change.

### **Termination**

The Local Board may terminate any practice related to failure to perform the provisions or requirements of this MOU, and it may proceed with the work required under effected provision in any manner deemed effective by the partners, or proper by the State.

With 30 days notice to the other parties, a party to this agreement may notify the others of termination, such that another representative of the same partner entity may be named.

### **Signature Page**

The MOU should conclude with a signature page for all One-Stop partners to sign to confirm their acceptance of its terms by their signature.

Signature, Title, Agency, Date

Signature, Title, Agency, Date

CEO, Signature, Title, Date

LWIB Signature Title Date



## **SAMPLE REFERRAL FORM**

The following referral form was developed by the Northeast Workforce Investment Region.  
The first page contains the instructions for filling out the referral form on the following page.

# Referral Procedures

1. The referral form, while developed primarily for the Welfare to Work program, may be submitted by any organization, for any and all types of services available at the Career Center. The referral form may also be used for cross referrals by other Welfare to Work partner agencies as desired.
  2. Career Center staff shall provide local DFS and CSE offices with a supply of three-part referral forms.
  3. Career Center staff shall supply other organizations with a supply of referral forms (or a master copy from which to copy from) upon request.
  4. The referring agency shall use the 'Comments' section to report pertinent information regarding the referral, such as:
    - Other agencies from whom the customer is receiving services
    - Other agencies to whom the customer is being referred for services
    - If a DFS referral, whether or not the customer has been sanctioned, or faces impending sanctions.
    - If a CSE referral, whether or not the customer is facing a court ordered time limit in which to find employment
    - If a CSE referral, whether or not the customer has other restrictions (no out of state travel etc.) which would have a bearing on the services provided.
  5. The referring agency shall indicate by checkmark any known characteristics and/or barriers to employment that apply to the applicant.
  6. If documentation of the barriers is available, (long-term welfare recipient, poor work history etc.) then the referring agency should check the 'verified' box next to the appropriate item, and, whenever possible, attach copies of the documentation to the referral form.
  7. \*Upon receipt of the referral form, Career Center staff will send a letter inviting the customer to the next scheduled orientation session. This letter will be sent within 5 days of the date of receipt of the referral form. A copy of the letter will be sent to the referring agency.
  8. Whenever possible, Career Center staff will follow-up with a phone call to the customer to verify receipt of the appointment letter.
  9. If it becomes necessary to change the appointment date, Career Center staff will automatically inform DFS and/or CSE staff as appropriate. Staff from other agencies will be notified of changes in appointment schedules upon request.
  10. Career Center staff will complete the feedback section of the referral form and send a copy back to the referring agency within 5 days after the scheduled orientation date.
  11. When an individual fails to attend a scheduled orientation, Career Center staff will make a minimum of two additional attempts to get the person to attend an orientation session. DFS and/or CSE staff will be kept informed about the number of remaining contacts to be made.
  12. Those who fail to respond to the first three contact attempts will, so long as they remain in the potential applicant pool as defined by DFS and/or CSE, be contacted at least once per quarter.
- \*This section does not apply to CSE referrals when the local CSE staff send out the appointment letters themselves.

# Customer Referral

CUSTOMER INFORMATION					
Name:			Date:		
Social Security No:			DCN:		
Address:			DOB:		
			Phone:		
REFERRING AGENCY					
Name:					
Address:					
Phone:					
Contact Person:					
AGENCY/ORGANIZATION BEING REFERRED TO					
Name:					
Address:					
Phone:			Contact Person:		
Comments:					
REFERRAL INFORMATION    Check all that apply to above named individual.    If available, attach documentation.					
✓ all that apply	✓ if agency has verified		✓ all that apply	✓ if agency has verified	
		High school dropout			Receiving substance abuse treatment
		Welfare recipient			Offender (felony conviction)
		Long term welfare recipient (30 months)			Parenting/pregnant youth (age 16-21)
		Food stamp recipient			*Poor work history
		Individual with a disability			Non-custodial parent (of child receiving TANF)
		**Intergenerational poverty			Lack of health insurance
		Reading or math skills below 8 <sup>th</sup> grade			Single, never married
* Has not worked at least 13 consecutive weeks in the past 12 months in full-time (30 or more weekly hours), unsubsidized employment.					

RESULTS OF REFERRAL	
Completed By:	Date:

**PARTNERS' AUTHORIZED INDIVIDUALS TO SIGN THE LOCAL MOU**

<b>WORKFORCE INVESTMENT ACT PARTNER</b>	<b>AUTHORIZED SIGNATORY</b>	<b>SOURCE OF AUTHORITY RESPONSE</b>
<i>Department of Economic Development- Division of Workforce Development</i>		Tom Jones, Director, Division of Workforce Development
WIA Title I	WIB Chair, CLEO, WIB Staff	
Wagoner-Peyser	Local DWD Regional Managers	
DVOP/LVER*	Local DWD Regional Managers	
TAA/NAFTA*	Local DWD Regional Managers	
WtW (Welfare to Work) (Formula Grants)	WIB Chair, CLEO, WIB Staff	
WtW (15% State Discretionary Funds)	The authority is the person authorized to sign the funding stream grant application at the local level	
CDBG (Community Development Block Grant)	May involve local regional DED staff or others, dependent upon specific circumstances	
HUD (Housing and Urban Development)	May involve local regional DED staff or others, dependent upon specific circumstances	
Community Development	May involve local regional DED staff or others, dependent upon specific circumstances	
Migrant/Seasonal Farmworker	The local field representative for Resources for Missouri, Inc. (RMI); call 1-800-234-4971 to verify contact	Lynn Hatfield, RMI Director
INA (Immigration and Naturalization Act)	Local DWD Regional Managers (may involve others, dependent upon specific circumstances)	
Job Corps	Local Job Corps Center Directors	Bev Kelsay
Youth Opportunity Grants	The authority is the person authorized to sign the funding stream grant application at the local level	Bev Kelsay
<i>Department of Elementary and Secondary Education</i>		
WIA Title II	The authority is the person authorized to sign the funding stream grant application at the local level	Don Eisinger
Adult Education and Literacy Act	The same as WIA Title II	
Carl D. Perkins Vocational and Applied Technology Education Act	The same as WIA Title II	
Vocational Rehabilitation Services	VR District Supervisor for “in kind” expenditures for the rehabilitation of clients	Ron Vessell
National Community Service Trust Act	The authority is the person authorized to sign as the local recipient of Learn and Serve America funds	Don Eisinger

**PARTNERS' AUTHORIZED INDIVIDUALS TO SIGN THE LOCAL MOU**  
(Continued)

<b>WORKFORCE INVESTMENT ACT PARTNER</b>	<b>AUTHORIZED SIGNATORY</b>	<b>SOURCE OF AUTHORITY RESPONSE</b>
<b><i>Department of Social Services- Division of Family Services (DFS)</i></b>		Nancy Zumbahl
TA (Temporary Assistance; formerly TANF)	DFS Welfare Reform Coordinator or DFS County Supervisor for "in kind" services only; Denise Cross for cash allocation and transaction	
Title V of Older Americans Act	Various staff, dependent upon circumstances	
Rehabilitation Services for the Blind (RSB)	RSB District Supervisor	Sally Howard
Food Stamp Program	Same as for TA	
Parent's Fair Share	Division of Child Support Enforcement Director (submit through Program Manager, Dave Damico)	Dave Damico
<b><i>Department of Labor and Industrial Relations- Division of Employment Security</i></b>	Catherine Leapheart, Department Director	Catherine Leapheart
Unemployment Insurance Services		
<b><i>Department of Higher Education</i></b>	Various staff levels, dependent upon the institution and circumstances	John Wittstruck
Post-Secondary Education		
State and Federal Student Financial Aid Programs		
Title IV of the Higher Education Act		
Proprietary School Certification		
<b><i>Local Representatives</i></b>	Case by case basis of determination	
Community Services Block Grant (SCBG)	Local Community Action Agency Directors	

\*DVOP=Disabled Veteran Outreach Program; LVER=Local Veterans' Employment Representative; TAA=Trade Adjustment Assistance; NAFTA=North American Free Trade Agreement-Transition Adjustment Assistance

# **STATE OF MISSOURI MOU**

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE WORKFORCE DEVELOPMENT SYSTEM PARTNERS**

The MISSOURI TRAINING AND EMPLOYMENT COUNCIL (MTEC) is appointed by the Governor to serve as the State Workforce Investment Board under the Workforce Investment Act of 1998. MTEC provides guidance and policy oversight for the state's workforce development system. MTEC is responsible for creating an environment to support and enhance the delivery of services to local One-Stop partners.

The MTEC has designated the One-Stop Executive Team as a special advisory Committee to MTEC. The One-Stop Executive Team will provide MTEC with information on the development and implementation of policies at the state level such as administrative rules, procedures, and state and federal laws that impact the state's workforce development system. The One-Stop Executive Team will also provide information and guidance on resources used within the system and assist in identifying categories of Local Workforce Investment Board (LWIB) representation. The One-Stop Executive Team shall identify and address problems in the delivery of services through the local one-stop system. The One-Stop Executive Team will meet every other month for the purpose of continuing the integration of One-Stop services through joint state planning and providing technical assistance at regional and local levels that will result in a streamlined and efficient workforce development system.

As other state level One-Stop Executive Team members are identified, they will be included on the team to develop policy issues, identify resources, and provide and disseminate information. By-laws and operational procedures will be developed by the One-Stop Executive Team to guide the functions of the One-Stop Executive Team

The One-Stop Executive Team and their participating services are as follows:

Department of Economic Development (Division of Workforce Development, Community Development)

Workforce Investment Act Title I, Wagner-Peyser, DVOP/LVER, TAA/NAFTA, WtW, CDBG, HUD, Community Development, Migrant and Seasonal Farm Workers, INA, Job Corps, Youth Opportunity Grants, National Community Service Trust Act, WOTC/WtW Employer Incentives

Department of Elementary and Secondary Education

WIA Title II, Adult Education and Literacy Act, Carl D. Perkins Vocational and Applied Technology Education Act, Vocational Rehabilitation Services, National Community Service Trust Act.

Department of Social Services (Division of Aging, Division of Family Services, Division of Child Support Enforcement),

TANF, Title V of Older Americans Act, Rehabilitation Services for the Blind, Food Stamp, Parents Fair Share

Department of Labor and Industrial Relations (Division of Employment Security)

Unemployment Insurance Services

Department of Higher Education

Post Secondary Education, State & Federal Student Financial Aid Programs, Title IV of the Higher Education Act, Proprietary School Certification

Local Representatives

Local Workforce Investment Boards

**ONE-STOP EXECUTIVE TEAM RESPONSIBILITIES TO MTEC ARE TO:**

- 1) Provide an environment in which state agencies support a market-driven workforce preparation system, developed locally, that has clear goals and objectives and is accountable to customers;
- 2) Prepare customers for lifelong skill development and promote continuous learning;
- 3) Establish a collaborative relationship between the state One-Stop Executive Team members to fulfill their responsibilities and obligations for planning and implementing the Workforce Investment Act of 1998;
- 4) Support a performance accountability system directed toward the customer that will benefit the entire workforce development (one-stop) system;
- 5) Work together to develop common or comparable definitions that will assist partner agencies in achieving their performance goals individually and as a team while providing seamless service to all customers;
- 6) Serve individuals with disabilities and assist them to find employment that is consistent with their capacities and abilities as described in Title IV of the Workforce Investment Act, The Rehabilitation Act as amended.
- 7) Annually develop recommendations for continued funding to maintain and institutionalize the One-Stop system, including infrastructure, maintenance and upgrade of computer hardware, co-location, and local staff (where applicable) of the Partner Agencies. Recommendations will include redirection of core dollars - consistent with federal laws and regulations - from state agency budgets, sources of additional funds, discretionary grants, local resources and general revenue requests. An annual meeting between the Office of Administration and the One-Stop Executive Team members will be held no later than August 15 of each year to develop these recommendations. The staff of MTEC will convene and facilitate the meeting; and
- 8) Provide appropriate and necessary staff (where applicable) to support Division of Workforce Development staff assigned to support the operation of the Missouri Training and Employment Council (MTEC). Support will consist of committee staffing, research and other duties, as required, to conduct the business and provide partner information that will allow for proper decision making by the Council. The staff supporting the operation of MTEC will also report activities, quarterly outcomes of services, financial status and any new legislative changes that occur at a federal, state and/or local level.
- 9) Support the diversity of individuals with disabilities, racial, ethnic and cultural diversity found in the state's workforce investment system.

## **ONE-STOP EXECUTIVE TEAM MEMBER RESPONSIBILITIES TO THE LOCAL ONE-STOP SYSTEM ARE TO:**

- 1) Provide a framework for development and support of the local-level Memorandum of Understanding (MOU);
- 2) Provide technical assistance to Local Workforce Investment Boards (LWIB) who experience impasse situations if and when they occur;
- 3) Provide core, intensive and training services (where applicable) through the One-Stop Career Center System at the local level either directly by the One-Stop Executive Team member agency or through allocation of funds to local agencies;
- 4) Share in the delivery of, and encourage local One-Stop system partners to use federal, state, regional or local funds to operate the One-Stop system. The cost of operation will be determined by an allowable allocation method in compliance with Office of Management and Budget (OMB) circulars such as: direct charges, position charges, space percentages or studies of expenditures. These costs and corresponding resources/or services will be determined through negotiation at the local level in compliance with state and federal guidance. One-Stop partners providing services through electronic means will explain how they will contribute in the delivery of service and operating costs of the one-stop system;
- 5) Support co-location of services;
- 6) Utilize a systematic approach for referrals to address the individual needs of all customers. Where co-location is not available, referrals will be made to alternative sites and follow-up conducted to ensure the customer was provided appropriate service. The one-stop partners, one-stop operator, and LWIB must be aware of and agree to the referral system as developed through the MOU;
- 7) Make recommendations to Local Elected Officials (LEOs) on LWIB membership categories, provide guidance to local constituents on procedures of who and how to nominate potential LWIB members, who the members represent, and what their roles and responsibilities are to those they represent; and
- 8) Provide Labor Market Information, research information, consumer information, performance and core indicators to ensure a positive outcome for the customer. Such information will enable the one-stop offices to provide customers with timely service and accurate information about local, state, and national labor markets.



**DURATION:**

This agreement will begin March 14, 2000 and continue until all One-Stop Executive Team members decide in writing to cancel the terms of the MOU. It is amendable at any time by any partner. Before an amendment is accepted, it must be submitted in writing, reviewed and signed by all One-Stop Executive Team members within 60 days.

If a required One-Stop Executive Team member refuses to sign the amended MOU creating an impasse, and mediation or negotiation fail to resolve the issue, the impasse will be reported to MTEC for action. The Governor will be notified of any action that MTEC recommends. All efforts to resolve the conflict will be documented and included in the reports and original MOU.

**SIGNATORIES:** (signatures are on file)

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Department of Economic Development  
Division of Workforce Development

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Department of Elementary and Secondary  
Education, Division of Vocational and Adult  
Education

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Department of Elementary and Secondary  
Education, Division of Vocational Rehabilitation

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Department of Social Services

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Department of Labor and Industrial Relations  
Division of Employment Security

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Department for Higher Education

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Local Workforce Investment Board

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Local Workforce Investment Board

## FEDERAL ACCOUNTABILITY STANDARDS

<b>Workforce Investment Act Title I</b>	<b>Adult Education and Family Literacy</b>	<b>Carl Perkins</b>	<b>Vocational Rehabilitation</b>
Adult-Entered Employment Rate	Movement from one level of Adult Education and Literacy to the next level—6 standards	Academic Attainment Secondary Postsecondary	Number achieving employment compared to prior period
Adult-Employment Retention Rate	Movement from one level of English as a Second Language to the next level—6 standards	Vocational and Technical Skill Attainment Secondary Postsecondary	Percent achieving employment after receiving services
Adult Earnings Change in Six Months	Placement in Postsecondary Education or Training	Completion Secondary Postsecondary	Percent achieving competitive employment outcomes
Adult Employment and Credential Rate	Placement in Unsubsidized Employment	Proficiency with High School Diploma Secondary	Percent of individuals with significant disabilities achieving competitive employment outcomes
Dislocated Worker-Entered Employment Rate	Retention or Job Advancement	Placement Secondary Postsecondary	Percent of individuals with significant disabilities achieving competitive employment outcomes
Dislocated Worker-Employment Retention Rate	High School Completion	Retention Postsecondary	Of all the individuals exiting the VR program in competitive employment, the difference in the percent of individuals reporting income as their primary source of support and the percentage of those at application that report income as their primary source of support

# FEDERAL ACCOUNTABILITY STANDARDS

*(Continued)*

Workforce Investment Act Title I	Adult Education and Family Literacy	Carl Perkins	Vocational Rehabilitation
Dislocated Worker- Earning Replacement Rate		Non-traditional Participation Secondary Postsecondary	The service rate for all individuals with minority backgrounds as a ratio to the service rate for all non- minority individuals with disabilities
Dislocated Worker- Employment and Credential Rate		Non-traditional Completion Secondary Postsecondary	
Older Youth- Entered Employment Rate			
Older Youth- Employment Retention Rate			
Older Youth- Earnings Change in Six Months			
Older Youth- Credential Rate			
Younger Youth- Skill Attainment Rate			
Younger Youth- Diploma or Equivalent Attainment Rate			
Younger Youth- Retention Rate			
Participant Customer Satisfaction Employer Customer Satisfaction			

## GLOSSARY OF TERMS AND ACRONYMS

(Also, reference DWD Issuance 03-00 for further definitions.)

- AEL:** Adult Education and Literacy Act. The purpose of this act is to create a partnership among the federal government, states, and localities to provide, on a voluntary basis, adult education and literacy services, in order to-
- 1) assist adults to become literate and obtain the knowledge and skills necessary for employment and self-sufficiency;
  - 2) assist adults who are parents to obtain the educational skills necessary to become full partners in the educational development of their children; and
  - 3) assist adults in the completion of a secondary school education.
- CDBG:** Community Development Block Grant
- CSE:** Child Support Enforcement; under the Missouri Department of Social Services
- DFS:** Division of Family Services; under the Missouri Department of Social Services
- DOL:** United States Department of Labor
- DWD:** Division of Workforce Development; under the Department of Economic Development; responsible for administering federal and state funds granted to provide training and employment opportunities, which increase the earned income for Missouri's economically-disadvantaged, unemployed and underemployed citizens.
- ETA:** Employment and Training Administration; under the U.S. Department of Labor
- LWIB:** Local Workforce Investment Board
- MISSOURI CAREER CENTER:** (Formerly "One-Stop Center") A single facility which provides full-time access to core, intensive, and training services on site, and has, at a minimum, the programs and services of the federal and state mandated partners.
- MOU:** Memorandum of Understanding
- MTEC:** Missouri Training and Employment Council is the State Workforce Investment Board under the Workforce Investment Act of 1998. This council is responsible for developing a Statewide Training and Employment Plan and for promoting strategies to maximize federal and state resources which provide workforce development services.

## ONE-STOP

**-AFFILIATE (SATELLITE) SITE:** A single facility that provides less than full-time access to core and intensive services, provides information, and has less than the federal and state mandated partners.

**-CENTER:** Now known as "Missouri Career Center."

**-PARTNER:** An agency/organization that participates in the delivery of products and services through the workforce investment system.

**-SYSTEM:** A system under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as "One Stop Partners") collaborate to create a seamless delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

**PARENTS' FAIR SHARE:** Operated by the Division of Child Support Enforcement, this is a noncustodial parent program that helps participants gain self-sufficiency. The program includes assessments and referrals for educational and employment needs, and supportive services through a network of community resources.

**TA:** Temporary Assistance program operated by the Division of Family Services; formerly "Temporary Assistance for Needy Families." This program makes cash grants on behalf of needy children who have been deprived of parental support and who are living in homes maintained by parents or close relatives. Temporary assistance is provided for a period of time, up to five years, while the adult transitions to self-sufficiency. The program provides education, skill training, community work experience, and employment assistance to prepare individuals for employment, enabling children to be cared for in their own homes.

**VR:** Vocational Rehabilitation under the Missouri Department of Elementary and Secondary Education. This division provides specialized services to adult citizens with disabilities to help them achieve employment and independence.

**WIA:** Workforce Investment Act of 1998; replaced the Job Training Partnership Act (JTPA).

**WP:** Wagner-Peyser Act, as amended in 1998

**WtW:** Welfare-to-Work program